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           IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
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                   IN AND FOR THE COUNTY OF SPOKANE
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    ALLAN MARGITAN and GINA
    MARGITAN, husband and wife,)
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               Plaintiffs,
                                    No. 15-2-00545-1
 5
    V.
                                   COA No. 347460
 6
    SPOKANE REGIONAL HEALTH
    DISTRICT, a municipal
 7
    corporation, and SPOKANE
    REGIONAL HEALTH DISTRICT
 8
    BOARD OF HEALTH, a
    municipal corporation, and )
 9
    MARK HANNA and JENNIFER
    HANNA, husband and wife,
10
               Defendants.
11
                   VERBATIM REPORTS OF PROCEEDINGS
12
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13
    BEFORE:
               Honorable James M. Triplet
14
               August 1, 2016, and August 2, 2016
    DATES:
15
    APPEARANCES:
    FOR THE PLAINTIFFS:
                               J. GREGORY LOCKWOOD
16
                              Attorney at Law
17
                               421 W. Riverside Ave., Ste. 960
                               Spokane, Washington 99201
18
                              MICHELLE K. FOSSUM
    FOR THE DEFENDANT
19
                              Attorney at Law
    SPOKANE REGIONAL
                               201 W. North River Dr., Ste. 460
    HEALTH DISTRICT:
20
                               Spokane, Washington 99202
                               STANLEY E. PERDUE
    FOR THE DEFENDANT
21
    HANNA:
                              Attorney at Law
                               41 Camino Los Angelistos
22
                               Galisteo, New Mexico 87540
23
                   Allison R. Stovall, CCR No. 2006
                        Official Court Reporter
24
                   1116 W. Broadway, Department No. 2
                       Spokane, Washington 99260
25
                             (509) 477-4417
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In October 2013, the Health District and Hannas entered into a written agreement that required the drain field to be moved within 30 days of the conclusion of some pending litigation, what I'll refer to as the appeal that included Margitan, Hannas, and some other parties.

On November 29 of '13, Mr. Margitan sent a letter that was received on December 4 of '13 by the Health District that -- Mr. Margitan put them on notice that the water line may be within ten feet of the drain field.

Then on September 3 of '14, the Margitans were denied a certificate of occupancy until they had -- could establish that they had potable water to that property.

All of the parties agree that the elements for intentional interference with a business expectancy are as follows: (1) that there's a valid business expectancy that existed; (2) that the defendants knew of that business expectancy; (3) that the defendant intentionally interfered by causing a breach of that business expectancy; (4) that the defendant interfered with an improper purpose or by improper means; and (5) that the defendant — that the plaintiff suffered damages as a result of the defendant's interference.

The Regional Health District, without waiving their objections to any of the elements, really focused their challenge to elements two and four. Hannas also focused on

assertion. One, the Margitans allege that the Health District delayed enforcing compliance was a taking of their property interest. The Woods View case that was cited in both briefs said that there's no authority that has been found that a government delay can constitute a taking.

There's no dispute that the Health District has required the Hannas to remove the drain field within 30 days of the resolution of the pending appeal, which I understand has now been resolved. This delay in enforcement has never been recognized as a taking.

Second, the Margitans have an ingress/egress and utility easement upon this 40-foot section of the Hannas' Parcel 2. The Health District's agreement to allow Hannas to delay moving that drain field has not in any way affected the Margitans' rights to come and go from Parcel 3 or to place utilities in that easement. The fact that they may have temporarily allowed the Hannas to use that land doesn't detract from the Margitans' rights to ingress/egress and utilities.

Third, there's no public use implicated in the contract between the Hannas and the Regional Health District. The public was not allowed to use that easement or to place utilities there. The best that can be said is that the Hannas are also being allowed to use the land that they own subject to the Margitans' rights to ingress/egress